

Respecting Choices®

PERSON-CENTERED CARE

Dear Respecting Choices® Instructor,

Thank you for your ongoing support for the Respecting Choices (RC) program and curriculum. The Instructor agreement has been revised to reflect a few key changes in the program. The enclosed agreement must be signed by you and an administrative representative of your organization before the end of the Instructor recertification period. Please note Respecting Choices is unable to forward the new Instructor materials until all recertification requirements are complete, including the receipt of this agreement. Please read the agreement carefully. It is important you and your organization understand and agree to the requirements. Listed below are key changes in the agreement.

1. The same agreement is utilized for all stages of planning, i.e. First Steps®, Next Steps, or Advanced Steps (formerly known as Last Steps®). Separate agreements are not required if you are certified in more than one stage of planning. Simply indicate the applicable stage(s) of planning on Exhibit A.
2. To designate the organization or community where you intend to use the curriculum, please indicate your Health Referral Region(s) (HRR) on Exhibit A. HRRs, as defined by the Dartmouth Atlas, represent *regional health care markets for tertiary medical care. Each HRR contains at least one hospital that performs major cardiovascular procedures and neurosurgery.* The Dartmouth Atlas provides a list of zip codes associated with each HRR. For more information, click [here](#).
 - 1) Under CROSSWALKS, select the most current year. This will open an Excel file.
 - 2) Once in Excel, select “Enable Editing” (top right corner) and find the zip code of your organization or community in column A (note: you might find it helpful to use the “find” or “filter” features.)
 - 3) Indicate the corresponding HRR number (column E) or HRR City (column F) on your agreement.

Optional note: Filter column E by your HRR if you would like to see a list of zip codes associated with your organization’s or community’s HRR. For example, if you are employed by Gundersen Health System in La Crosse, WI, filter column E by 448. The La Crosse HRR includes zip codes in Wisconsin, Iowa, and Minnesota. The advantage of using HRR is that it indicates how individuals access healthcare and how systems deliver healthcare, oftentimes crossing state lines. If you work in more than one HRR, please indicate all of them. If you have questions or problems identifying your HRR, please contact Mary Thurin at 608.473.1025 or mthurin@respectingchoices.org for assistance.

3. When representing yourself as an Instructor, please use the appropriate attribution. This is addressed in section 4.b.iii of the agreement.
4. Please inform RC if you intend to publish research using Respecting Choices® person-centered care. This is addressed in section 5 of the agreement.
5. As before, there is an ongoing cost involved to offer RC Facilitator Certification courses at your organization. The ACP Facilitator Online Curriculum, which is a prerequisite for all participants of the RC ACP Facilitator Certification course, must be purchased from RC. This is addressed in section 2.b. Instructors may purchase the curriculum using their Instructor discount or through enrollment to RC Prime. Please contact us with any questions.
6. C-TAC Innovations, Inc. has an exclusive, worldwide license to use and distribute the Respecting Choices materials which are owned by Gundersen Lutheran Medical Foundation, Inc. (“Gundersen”). Gundersen owns the trademark and copyright to certain intellectual materials. Instructors will have permission to use certain RC intellectual materials for in-service education and presentations. This is addressed in section 2.c. of the attached agreement.

If you have any questions, please let us know. Thank you.

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Instructor Certification Agreement

This Agreement is made as of the date of the last signature (the “Effective Date”) by and between:

C-TAC Innovations, Inc., through its division, Respecting Choices (“Respecting Choices”) a Washington D.C. nonprofit corporation with its principal offices at 1299 Pennsylvania Ave., NW, Suite 1175, Washington D.C. 20004;

The registrant (“Registrant”); for the purposes of this agreement, Registrant is defined as the Instructor Candidate:

Legal Name of Registrant (please print)

Address of Registrant (please print)

If applicable, the Registrant’s employer or other organization with which the Registrant is affiliated (the “Organization”):

Legal Name of Organization (please print)

Address of Organization (please print)

Background

- A. Respecting Choices® materials and programs were originally developed by Gundersen Lutheran Medical Foundation, and are exclusively administered by Respecting Choices, as a recognized leader in designing competency-based advance care planning that contributes to successful healthcare outcomes for individual/patient, families, and healthcare physician/advanced practitioner. The Programs include: First Steps®, Next Steps, or Advanced Steps (also known as Last Steps®) ACP programs.
- B. Respecting Choices prepares individuals to act as “Facilitators” to work directly with individuals, their families, and physicians in its “Facilitator Certification Course”.

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- C. To maintain the quality of its skills-based education services, Respecting Choices has developed certification courses to prepare instructors (“Instructors”) to teach each of its Facilitator Certification Courses.
- D. Registrant wishes to become certified as an Instructor by Respecting Choices in the Facilitator Certification courses identified in Exhibit A (the Exhibits being attached to this Agreement and incorporated herein.)
- E. The Organization wishes to support the Registrant as an Instructor of Respecting Choices Facilitator Certification Course in either a Region or Organization as defined in Exhibit A.

Acknowledging the adequacy of the consideration exchanged and incorporating the defined terms above, the parties agree to the following terms and conditions:

- 1. **Certification.** In order to be certified as an Instructor by Respecting Choices, the Registrant shall fulfill the following requirements (“Certification”):
 - a. Successfully pass the Facilitator Certification Course for which he or she wishes to be certified as an Instructor. In addition, the Registrant must also
 - i. complete a Respecting Choices Design & Implementation course, or
 - ii. provide demonstration of customized design principles to Respecting Choices
 - b. Complete the Instructor Certification Course for the desired stage of planning selected in Exhibit A;
 - c. Successfully demonstrate skills included in the Instructor Certification Course competency assessment;
 - d. If applicable, score at least 80% or higher on a written examination associated with the Instructor Certification Course; and
 - e. Meet recertification requirements set by Respecting Choices which may be changed from time to time upon written notification to Registrant.

Respecting Choices reserves the right to terminate or suspend the Certification of Registrant, if Registrant fails to meet any of the Registrant obligations, set forth in this Agreement.

- 2. **Obligations of Registrant.** If Respecting Choices certifies the Registrant as an Instructor, the Registrant agrees to:
 - a. Participate* in the Facilitator Certification Course either in the Organization or Organization’s Community, a minimum of three times in three years, with the first occurring within twelve months of Instructor’s Certification.

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- i. *Participate means physically attending a Facilitator Certification Course and engaging in one or more of the following activities: teaching one or more of the agenda topics; leading role-play activities and discussions and acting as a resource to respond to questions and concerns during the course.
 - b. Use the latest edition of the Facilitator Certification materials without modification or alteration, including the purchase of the ACP Online Facilitator Curriculum, Facilitator Manual (optional), and related materials, when providing a course (or in the case of a Next Steps Facilitator Certification course, the eight or 16-hour classroom components and video competency evaluation.) Registrant may include additional materials to individualize the course to comply with organization, community, or statutory language. Specific words or phrases may be modified in the materials to comply statutory language, e.g. “healthcare agent,” “patient advocate,” “proxy,” “POLST,” “POST,” or “MOST.”
 - c. Exclusively use Respecting Choices® materials (i) to teach the Facilitator Certification Course, designated in Exhibit A, with selected handouts (e.g., PowerPoint slides, competency facilitation role-play scenarios, and bibliography) (ii) to provide general education, and for no other purpose.
 - d. Registrant shall maintain his/her Certification by submitting sufficient evidence that he/she has met the stipulated teaching requirements in Section 2.a., i.e. Instructor course requests and participant sign-in sheets (following the course).
3. **Obligations of Organization.** The Organization agrees:
 - a. To use the Intellectual Property (defined below) only in combination with the Program(s) under Registrant’s direction, and for no other purpose, without the prior written consent of Respecting Choices.
 - b. To assist the Registrant in complying with the Instructor Certification requirements, including providing Registrant with the necessary time to organize and teach the number of courses required to maintain Instructor Certification.
 - c. To provide the Registrant with additional resources to deliver the courses, including the purchase of the ACP Facilitator Online Curriculum, and any other required materials.
4. **Intellectual Property and Limited License.**
 - a. C-TAC Innovations has an exclusive, worldwide license to use and distribute the Respecting Choices materials owned by Gundersen Lutheran Medical Foundation, Inc. (“Gundersen”). Gundersen also owns certain intellectual property related to the Program, including the service marks and trademarks (“Marks”) shown in Exhibit A, and the copyrights in the Program’s curriculum materials (these Marks and copyrights collectively referred to as “Intellectual Property”).

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- b. Respecting Choices grants Registrant and the Organization a royalty-free, nonexclusive, personal and nontransferable limited term license to use the Intellectual Property in order for the Facilitator Certification Course to be offered by Registrant as a certified Instructor within the Organization subject to the following:
- i. The Registrant and the Organization each acknowledge Gundersen's or Respecting Choices' exclusive right, title, and interest in the Intellectual Property. Registrant and the Organization each agree not to contest, impair, or tend to impair all or any part of the Intellectual Property and/or any registration(s) thereof. In connection with the use of the Intellectual Property, the Registrant and the Organization each agree not to represent that it has any ownership of the Intellectual Property or registration thereof. The Registrant and the Organization each agree to clearly cite Gundersen's authorship and ownership of the Program and all materials associated therewith.
 - ii. As described in Exhibit B, the Registrant and the Organization each agree to only use the Marks in connection with the "Permitted Activities" in accordance with the "Use Standards." Upon the mutual written agreement of the parties, the Exhibits may be amended from time to time to add additional Marks, Permitted Activities, and/or Use Standards to the license granted under this Agreement.
 - iii. Instructor, when representing him/herself as Respecting Choices Instructor, shall use the appropriate acknowledgement. Here is an example for use in an email signature: Respecting Choices® First Steps® Certified Instructor
 - iv. The Registrant and the Organization each recognize that
 - a) The Marks are recognized as service marks and/or trademarks of Gundersen or Respecting Choices (as designated in Exhibit A), and the great value of the goodwill associated with the Marks which belongs exclusively to the respective owner. Registrant and the Organization each agree that its use display and appearance of the Marks, shall be of high standards, quality, style, appearance, and good taste (the "Quality Standards") and shall (in the reasonable judgment of Gundersen or Respecting Choices) be adequate and suited to exploit the Marks and related goodwill to their maximum advantage, protection, and enhancement. If Gundersen or Respecting Choices determines, in its sole, reasonable discretion, that if any manner in which the Marks are being used does not comply with the Quality Standards, Registrant and the Organization shall either make such changes or improvements as reasonably required by Gundersen or Respecting Choices to comply with the Quality Standards, or cease using the Marks in such manner.
 - b) During the term of this Agreement and after termination, Registrant and the Organization shall at no time adopt or use, without Respecting Choices' prior written consent, any mark which is similar to or likely to be confused with the Marks, except as specifically permitted under this Agreement.

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5. **Research using Respecting Choices® Person-Centered Care.** If the Instructor or Organization intends to publish research results in a peer-reviewed journal using Respecting Choices® person-centered care, the Instructor and Organization will:
 - a. Inform Respecting Choices before the research begins;
 - b. Obtain Respecting Choices' confirmation that the delivery of Respecting Choices® person-centered care will be applied in a manner consistent with Respecting Choices' standards;
 - c. Attribute use of Respecting Choices® person-centered care in its publication, as follows, "Research conducted using Respecting Choices® person-centered care program;" and
 - d. Provide the publication or data outcomes of its research to Respecting Choices.

6. **Term and Termination.**
 - a. This Agreement shall commence as of the Effective Date and will continue unless terminated (i) upon written notice from Respecting Choices to Registrant or Organization; or upon written notice from Registrant or Organization to Respecting Choices, or (ii) by Respecting Choices for Registrant's or Organization's material breach which is not remedied within thirty days from written notice to that party, or (iii) by Respecting Choices for Registrant's failure to maintain his/her Certification.

 - b. On termination of this Agreement:
 - i. Registrant and Organization may not represent that Registrant is a certified Instructor unless Registrant again obtains certification.

 - ii. Registrant and Organization each shall (i) immediately cease all use of the Intellectual Property, including ceasing all distribution of any documents, materials, products, or other matter utilizing or bearing any of the Marks, and removing from access and view all signage, websites, and other references utilizing, bearing or referencing any of the Marks; and (ii) at Respecting Choices' request either destroy or deliver to Respecting Choices, all documents, materials, products, or other matter containing or otherwise bearing any of the Intellectual Property.

7. **Restrictive Covenant.** During the term of this Agreement and for a period of one year following the termination of this Agreement, Registrant and Organization each agree not to develop, whether alone or with anyone else, a Facilitator certification course that would directly compete with the Respecting Choices® Program. Notwithstanding the above, Respecting Choices recognizes that Registrant and Organization, if applicable, currently do and will continue to support and promote person-centered decision-making work within the Organization and the Community including development of documents and education for clinicians, individual, and others within the Organization and Community.

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8. **Indemnification; Disclaimer of Warranties.** Registrant and Organization each indemnify Respecting Choices and undertakes to defend and hold Respecting Choices harmless from any claims, suits, losses, expenses and damages (including reasonable attorneys' fees and disbursements) arising out of, or related to: (i) its respective obligations or any breach or default under this Agreement; (ii) any defects in any items sold, distributed or displayed by either Registrant or Organization in connection with the Intellectual Property; (iii) any failure of either Registrant or Organization to comply with any applicable provision of any law, statute, ordinance, or regulation; or (iii) Registrant's or Organization's negligence or willful misconduct.

Except as described below, Respecting Choices shall have no liability to Registrant or Organization or to third parties with respect to its use of the Program. Respecting Choices hereby indemnifies Registrant and Organization and undertakes to defend and hold Registrant or Organization harmless from any claims, suits, losses, expenses and damages (including reasonable attorneys' fees and disbursements) arising out of, or related to (i) any breach or default by Respecting Choices under the terms of this Agreement; (ii) Respecting Choices' development and ownership of the Intellectual Property provided to Registrant or Organization; or (iii) Respecting Choices' negligence or willful misconduct.

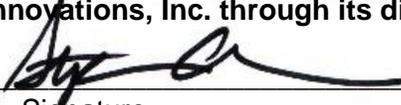
If Registrant is no longer employed by Organization, Registrant hereby personally indemnifies Respecting Choices, and undertakes to defend and hold Respecting Choices harmless from any claims, suits, losses, expenses and damages (including reasonable attorney's fees and disbursements) arising out of, or related to: (i) Registrant's obligations or any breach or default by Registrant under this Agreement; (ii) any defects in any items sold, distributed or displayed by Registrant in connection with the Intellectual Property; (iii) any failure of Registrant to comply with any applicable provision of any law, statute, ordinance or regulation; or (iv) Registrant's negligence or willful misconduct.

NOTHING CONTAINED IN THIS AGREEMENT SHALL BE CONSTRUED AS A WARRANTY EITHER EXPRESSED OR IMPLIED, THAT (A) THE CERTIFICATION AND/OR INTELLECTUAL PROPERTY HAS AN INTRINSIC VALUE OR (B) THAT THE PROGRAM AND/OR INTELLECTUAL PROPERTY HAVE MERCHANTABILITY, CAPACITY OR FITNESS FOR A PARTICULAR PERSON OR USE. ANY AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED.

9. **Authorization to Sign.** The individuals who sign below represent that they are authorized to sign this Agreement for and on behalf of the respective entities listed above their names.

[signatures on next page]

C-TAC Innovations, Inc. through its division, Respecting Choices

By: 
Signature

Stephanie Anderson, DNP, RN
Printed Name

Executive Director, Respecting Choices
Title

ORGANIZATION (if applicable):

Legal Name of Organization

By: _____
Signature

By checking this box, I attest that my printed name serves as my signature.

Title

Date

REGISTRANT:

Legal Name of Registrant

By: _____
Signature

By checking this box, I attest that my printed name serves as my signature.

Title

Date

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EXHIBIT A
Respecting Choices® Instructor Certification Agreement

Registrant (name) _____ wishes to become certified as an Instructor by Respecting Choices in the Facilitator Certification Course selected below:

Select Instructor Certification Course

- First Steps®
- Next Steps
- Advanced Steps

Next Steps Instructors. Please identify your organization _____

First Steps® or Advanced Steps Instructors. Please identify all that apply:

_____ **Health Referral Region (HRR)**

Hospital Referral Regions (HRRs) are geographic regions used by the Dartmouth Atlas of Health Care to define regional health care markets. These regions are defined by where patients in surrounding areas are most often referred to for tertiary care. Health care services provided by highly specialized providers such as neurosurgeons, thoracic surgeons, and intensive care units. Each HRR contains at least one hospital that performs major cardiovascular procedures and neurosurgery. HRRs can cross state lines.

<http://archive.dartmouthatlas.org/data/region/>. When you click on this link, a map of the United States will appear. Move your cursor to your location and identify the name of your Health Referral Region above.

Exhibit B

Marks: RESPECTING CHOICES®

FIRST STEPS®

Image of Starfish as depicted in U.S. Registration 3,553,330, and below:



Permitted Activities for RESPECTING CHOICES® mark, the FIRST STEPS® ACP mark, and the Starfish image mark:

Promoting public awareness and providing information about advance healthcare planning, emergency care, nursing home placement, end-of-life planning, and the drafting of advance directives, living wills, and healthcare powers of attorney.

Use Standards:

A mark depicted as unadorned block-letter text, without stylization, can be displayed in any desired font, case, or stylization. Using the mark RESPECTING CHOICES as an example, the mark, if depicted in unadorned block-letter text as RESPECTING CHOICES, can be displayed in any desired font, case, or stylization (e.g., RESPECTING CHOICES, Respecting Choices, *RESPECTING CHOICES*, RESPECTING CHOICES). However, the mark must somehow be “set off” or emphasized with respect to any surrounding text or other matter so that it is clear to observers that the mark is a mark, rather than being a commonplace term. This may be done by following the mark with the ® registration notice symbol. Usage of the mark must be consistent. For example, spelling cannot be modified (to illustrate, using the mark RESPECTING CHOICES as an example, RESPECTING CHOICE is impermissible); and any separate words of the mark may not be run together by omitting spaces.

Any matter other than text (e.g., logos, drawings, photos, or other non-alphanumeric matter), or any stylized text, the mark shall be used and displayed substantially as depicted above, with the mark being used and displayed (1) without any alterations (e.g., croppings or overlays); (2) in the color(s) specified by Respecting Choices (if any); and (3) with a resolution of sufficient quality to avoid degradation of the appearance of the mark.

The ® registration notice symbol must, at a minimum, be used after one of the first and most prominent mentions of the mark on each page or other item displaying the mark.

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